

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**THE DELAWARE, LACKAWANNA AND WESTERN**  
**RAILROAD COMPANY**

**STATEMENT OF CLAIM:**

**CLAIM NO. 1**

The Carrier violated the provisions of the Telegraphers' Agreement when and because on April 15, 1949, it permitted or required a train service employe to transmit a train consist from Taylor Crossover to the train dispatcher at Scranton and further violated said Agreement when it required or permitted the yardmaster at Taylor Crossover, on the same day, to copy a similar train consist from the telegrapher at Scranton yard; in consequence of said violations D. Pignone, an idle extra employe, shall be allowed a day's pay in the amount of \$10.86.

**CLAIM NO. 2**

The Carrier violated and continues to violate the provisions of the Telegraphers' Agreement when and because on January 31, 1950, and on each 8-hour trick of each day thereafter, it required or permitted employes not under the Telegraphers' Agreement at Port Morris yard office to receive and transmit train consists, delay reports and train registers; in consequence thereof the three senior idle extra employes shall be allowed a day's pay for January 31, 1950 and each Calendar day thereafter until the violations cease. The records shall be jointly checked to determine the payees.

**CLAIM NO. 3**

The Carrier violated the provisions of the Telegraphers' Agreement when and because on March 2, 1951 it required or permitted an employe not covered by the said Agreement at Hampton Hump to transmit the consist of train SN-37 to another employe outside of the Agreement at Scranton, and continued to violate the Agreement when and because on subsequent dates the consist of SN-37 was handled in the same manner; in consequence thereof the senior idle employe under the Telegraphers' Agreement, extra in preference, shall be allowed a day's pay at each Scranton and Hampton Hump (yard) for March 2, 1951 and each day thereafter that the consist of SN-37 is so handled. The records to be jointly checked to determine the payees.

**CLAIM NO. 4**

The Carrier violated the provisions of the Telegraphers' Agreement when and because it permitted or required Conductor Jenkins at Taylor in charge of Extra 2132 East, to copy a work order from the train dispatcher at 12:15 A.M., April 3, 1952 at a time agent-operator John Finan was off duty but available; in consequence thereof Claimant Finan shall be allowed a "call" payment in the amount of \$5.49.

**CLAIM NO. 5**

The Carrier violated and continues to violate the provisions of the Telegraphers' Agreement when and because on December 20, 1952 and around-the-clock each day thereafter it has required or permitted persons outside of the Telegraphers' Agreement at Taylor Yard office to receive and transmit train consists; to consequence thereof the agent-operator shall be allowed a "call" payment for each train consist that was received or transmitted outside of his assigned hours and for those similar transactions at the yard office within the agent-operator's assigned hours the senior idle employe on a day-to-day basis shall be allowed a day's pay December 20, 1952 to May 4, 1954 the date the agent position was abolished. Thereafter and until the violations are discontinued the three senior idle employes, on a day-to-day basis, shall be allowed a day's pay, representing three 8-hour tricks each calendar day. The records shall be jointly checked to determine the payees.

**CLAIM NO. 6**

The Carrier violated and continues to violate the provisions of the Telegraphers' Agreement when and because on February 18, 1954 it permitted or required and continues to permit or require employes not covered by the said Telegraphers' Agreement at Secaucus Yard office to receive and transmit train consists around the clock; in consequence thereof three senior idle employes under the Telegraphers' Agreement, extra in preference shall be allowed a day's pay for February 18, 1954 representing three 8-hour tricks, and the same allowance for each calendar day thereafter as long as the violations continue. The records shall be jointly checked to determine the payees.

**FINDINGS:** The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of December 5, 1958, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

**AWARD**

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December, 1958.